

<b>REQUEST FOR QUOTATIONS</b> (THIS IS NOT AN ORDER)		THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)		PAGE 1	OF 1	PAGES 51
1. REQUEST NO. <b>SRB10013Q0271</b>	2. DATE ISSUED <b>March 18, 2013</b>	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5A. ISSUED BY <b>American Embassy, General Services Office, Kneza Milosa 50, 11000 Belgrade, Serbia</b>			6. DELIVER BY (Date)			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)						
NAME <b>Nebojsa Stosic</b>		TELEPHONE NUMBER		7. DELIVERY <b>X</b> FOB DESTINATION OTHER (See Schedule)		
		AREA CODE <b>011</b>	NUMBER <b>306-4822</b>			
8. TO:				9. DESTINATION		
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE		
c. STREET ADDRESS				b. STREET ADDRESS		
d. CITY		e. STATE	f. ZIP CODE	c. CITY		
				d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>April 2, 2013</b>		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
1	Media monitoring, per Scope of Work as detailed in Section 1 – The Schedule	1	Job			
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER %	
NOTE: Additional provisions and representations [X] are [ ] are not attached.						
13 NAME AND ADDRESS OF QUOTER		14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION		
a. NAME OF QUOTER						
b. STREET ADDRESS		16. SIGNER				
c. COUNTY		a. NAME (Type or print)			b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE	
					NUMBER	

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STANDARD FORM 18 (Rev. 6-95)  
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

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**SECTION 1 - THE SCHEDULE**

CONTINUATION TO SF-18

RFQ NUMBER SRB10013Q0271

**PRICES, BLOCK 11****I. Scope of Services**

- A. The contractor shall provide media monitoring services, per Work statement in Section 1 of this solicitation.
- B. This is a firm-fixed price type of purchase order.
- C. This purchase order is for a one year period from the date of the contract award with four one-year options to renew.
- D. The price listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items.

**II. Pricing****II.1. Base Year prices**

Line item	Description	Unit	Quantity	Unit price	Total
1.	Media monitoring	month	12		

**II.2. Option Year One prices**

Line item	Description	Unit	Quantity	Unit price	Total
1.	Media monitoring	month	12		

**II.3. Option Year Two prices**

Line item	Description	Unit	Quantity	Unit price	Total
1.	Media monitoring	month	12		

**II.4. Option Year Three prices**

Line item	Description	Unit	Quantity	Unit price	Total
1.	Media monitoring	month	12		

**II.5. Option Year Four prices**

Line item	Description	Unit	Quantity	Unit price	Total
1.	Media monitoring	month	12		

II.6 PURCHASE ORDER GRAND TOTAL

BASE YEAR	
OPTION YEAR 1	
OPTION YEAR 2	
OPTION YEAR 3	
OPTION YEAR 4	
CONTRACT GRAND TOTAL (Base year + Option Year 1 + Option Year 2+ Option Year 3 + Option Year 4)	

CONTINUATION TO SF-18  
RFQ NUMBER SRB10013Q0271  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 11  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. PERFORMANCE WORK STATEMENT

The U.S. Embassy in Belgrade has a requirement for provision of various media monitoring services, as detailed below:

I.1. MEDIA MONITORING

Media monitoring of print media (dailies, weeklies, monthlies, and specialized publications), TV/radio stations, and web media as per key words and topics including but not limited to:

- U.S. Embassy Belgrade
- Ambassador Michael Kirby
- United States - Serbia / Economic relations
- United States - Serbia / Bilateral political relations
- United States - Serbia / Cultural relations
- United States - Serbia / Military relations
- U.S. Assistance (donations)
- NATO
- United States – Global issues

**Attachment 1** contains a list of media that must be monitored as a minimum requirement. Electronic media monitoring should cover listed programs, as well as for programs considered to be of interest to the Government on case to case basis.

Offerors must provide their full lists of monitored Serbia-based national and local (municipal) print, TV, radio, and web media.

I.2. PRESS CLIPPING DELIVERY

Deliver print clipping materials and transcripts of TV news to an unlimited number of the Government's e-mail addresses in .pdf format, .gif or .jpeg format (print articles scanned in grey scale, or color scale per request).

Convert press articles to electronic format and email them by 7 am on working days Mon-Fri (dailies - Belgrade edition), and by 8 am (dailies - Serbia edition and weeklies).

"Top TV News": deliver top 3 headlines (in English) of central primetime news aired by RTS ("Dnevnik 19:30h"), B92 ("Vesti u 18:30h"), and Prva srpska televizija PST ("Vesti 19:00h") by 7 am.

Post clipping files (.pdf for print files or .avi /.mpeg for video files) on the vendor-provided .ftp location if requested by the Government.

Urgent delivery of print and/or video clipping (DVD) via express courier service if requested by the Government.

### I.3 PRESS SUMMARIES IN ENGLISH

Produce reviews in English of important economic and political events with email delivery by 10 a.m. of a Word document with hyperlinks to the articles contained in the review.

### I.4. MEDIA ANALYSIS

Produce monthly analyses of media exposure and media appearances:

- Overview of media exposure by the required key topics
- An analysis of print and TV pieces per attributions “positive,” “negative,” “neutral”
- Overview of U.S. Embassy’s media exposure
- Conclusion

Deliver media analysis within 10 days of the end of the month.

### I.5. TRANSLATION SERVICES

Translate up to 35 articles into English per month. Translation services must be available 24 hours a day 7 days a week (24/7), with delivery of requested translation no later than 4 hours after the request was made.

### I.6. ONLINE DATABASE

Provide access to a web-based database with selected filters (search engines) such as descriptor (Positive, Negative, Neutral), media, column, type of media: TV, print or radio, date, type of report, author, topic or word, headline, etc. Online database should cover at least 12-month before the search, current date (for example: Search on 10-30-2010 should cover 30 October 2009 – 30 October 2010).

### I.7. REAL-TIME WEB CLIPPING

Provide access to a real-time clipping service, i.e., a web service that constantly monitors all articles that are published online (websites, blogs, web portals). The service should allow Key Words Search per the Government’s interest. The real-time web clipping system should allow access to BlackBerry smartphones.

### I.8. CLIPPING ARCHIVE

Permanent storage of the Government’s archive (full back up of texts and A/V files) on the vendor’s storage hard drives. Offerors must provide specifications of a storage solution, including manufacturer, HDD capacity, date of purchase.

Provide delivery of particular print or TV pieces from the archive on request (up to 30 requests per month) by the Government.

Provide delivery of a full clipping on DVDs from the archive (monthly, bi-monthly, semi-monthly, or annually) as requested by the Government.

Provide delivery of a requested article from the archive (for example President Tadic’s interview, Politika pages 2-3, May 26, 2007).

Offerors must indicate how old their existing clipping archive is.

## I.9. LOCALY STORED DATABASE

Installation of a database and vendor-provided software with search engines (filters) on the Government's specially designated desktop computer. Government personnel should be able to view and search the clipping database on the designated workstation or laptop independently from any Internet connection.

### I.10. SMS-BASED (SHORT MESSAGES) SERVICE "ALERTS"

Provide SMS alerts with breaking news that report about dramatic and sudden events such as violence by terrorists against American interests worldwide, attacks on U.S. diplomatic missions, street riots in Belgrade, politically motivated assassinations, car accidents involving U.S. personnel, etc. Samples: "U.S. embassy in Belgrade attacked today at 17.04; one dead, 100 hurt, Serbian President urges calm," "U.S. diplomat survives car crash on Belgrade-Nis highway" "Serbian Prime Minister Zoran Djindjic assassinated by a sniper; Government proclaimed state of emergency."

In case there is a news report or an electronic media clip that could negatively affect the Embassy's reputation and damage U.S.-Serbia relations, the vendor immediately informs designated Embassy's PD officers via SMS. Samples: "U.S. Embassy's employee XY involved in a hit-and-run accident," "U.S. Embassy's diplomat arrested on XY charges."

### I.11. SMS-BASED (SHORT MESSAGES) SERVICES "TV NEWS"

Provision of TV news transcripts of a particular report aired in prime time news by TV stations RTS ("Dnevnik 19:30h"), B92 ("Vesti u 18:30h"), Prva srpska televizija PST ("Vesti u 19:00h"), Pink ("Nacionalni Dnevnik u 18:30"), Studio B ("Vesti u 7"), Happy TV ("Telemaster u 17:55")

The vendor should send a transcript via SMS no later than 1 hour after the request is made. Sample in Attachment 2.

### I.12. MISCELANEOUS

Vendor will have a special designated operator for urgent requests available to the client 24 hours-a-day 7 days-a-week (24/7)

## II. QUALITY ASSURANCE PLAN (QAP).

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Paragraph	Performance Threshold
<u>Services.</u> Performs media monitoring services set forth in the performance work statement (PWS)	I	All required services are performed and no more than one (1) customer complaint is received per month

1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.



## ATTACHMENT #1

## Required list of media for Media Monitoring

## ŠTAMPANI MEDIJI

## DNEVNA IZDANJA

- |                            |                                 |                                    |
|----------------------------|---------------------------------|------------------------------------|
| <b>1. Alo</b>              | a.                              | (izdanje za Vojvodinu)             |
| <b>2. Blic</b>             | b.                              | (izdanje za Beograd)               |
| a.                         |                                 | (izdanje za Vojvodinu)             |
| b.                         |                                 | (izdanje za Novi Sad)              |
| c.                         |                                 | (izdanje za Beograd)               |
| d.                         |                                 | (izdanje za Srbiju)                |
| e.                         |                                 | (izdanje za Republiku Srpsku)      |
| f.                         |                                 | (izdanje za Crnu Goru)             |
| <b>3. Danas</b>            |                                 |                                    |
| a.                         |                                 | (izdanje za Vojvodinu)             |
| b.                         |                                 | (izdanje za Beograd)               |
| c.                         |                                 | (Podlistak Branicevo -petkom)      |
| d.                         |                                 | (Danas - Podlistak Sandzak petkom) |
| <b>4. Dnevnik</b>          |                                 |                                    |
| a.                         |                                 | (izdanje za Vojvodinu)             |
| b.                         |                                 | (izdanje za Novi Sad)              |
| <b>5. Vecernje novosti</b> |                                 |                                    |
| a.                         |                                 | (izdanje za Vojvodinu)             |
| b.                         |                                 | (izdanje za Beograd)               |
| c.                         |                                 | (izdanje za Srbiju)                |
| d.                         |                                 | (izdanje za Republiku Srpsku)      |
| e.                         |                                 | (izdanje za Crnu Goru)             |
| <b>6. Kurir</b>            |                                 |                                    |
|                            | a.                              | (izdanje za Vojvodinu)             |
|                            | b.                              | (izdanje za Beograd)               |
|                            | <b>7. Politika</b>              |                                    |
|                            | a.                              | (izdanje za Beograd)               |
|                            | b.                              | (izdanje za Vojvodinu)             |
|                            | c.                              | (izdanje za Srbiju)                |
|                            | <b>8. Privredni pregled</b>     |                                    |
|                            | <b>9. Informer</b>              |                                    |
|                            |                                 | (izdanje za Srbiju)                |
|                            |                                 | (izdanje za Beograd)               |
|                            | <b>10. Sport</b>                |                                    |
|                            | a.                              | (izdanje za Beograd)               |
|                            | b.                              | (izdanje za Vojvodinu)             |
|                            | <b>11. Sportski žurnal</b>      |                                    |
|                            | a.                              | (izdanje za Vojvodinu)             |
|                            | b.                              | (izdanje za Beograd)               |
|                            | <b>12. 24 sata</b>              |                                    |
|                            | a.                              | (izdanje za Vojvodinu)             |
|                            | b.                              | (izdanje za Beograd)               |
|                            | <b>13. Narodne novine – Nis</b> |                                    |
|                            | <b>14. Magyar Szo</b>           |                                    |
|                            | <b>15. Nase novine</b>          |                                    |

## Nedeljnici

- |                         |                        |
|-------------------------|------------------------|
| 1. Akter                | 13. Politikin zabavnik |
| 2. Puls                 | 14. Prosvetni pregled  |
| 3. Blic Tena            | 15. Pecat              |
| 4. Cica                 | 16. Službeni glasnik   |
| 5. Gloria               | 17. Skandal            |
| 6. Hello                | 18. Standard           |
| 7. Ilustrovana politika | 19. Stil               |
| 8. Lisa                 | 20. Story              |
| 9. Taboo                | 21. Svedok             |
| 10. NIN                 | 22. Svet               |
| 11. Nedeljnik           | 23. Vreme              |
| 12. Poslovi             | 24. Mozzart sport      |
|                         | 25. Novi Magazin       |
|                         | 26. NS reporter        |

**DVONEDELJNICI**

1. Auto Bild
2. Bilje & zdravlje
3. Bazar
4. Belgrade Insight
5. Bravo
6. City magazin
7. Svet osiguranja
8. Odbrana
9. Poljoprivrednik
10. Sat plus
11. Tabloid
12. Zov
13. Pravoslavlje
14. Dijeta i lepota

**MESEČNICI I OSTALA PERIODIČNA IZDANJA**

1. Ambijent
2. AG magazin
3. Auto magazin
4. A La Carte Magazine
5. Bankar
6. Baby planeta
7. Bašta
8. Best Shop+Best Shop Specijal
9. Bel Guest – online
10. Best Home
11. Biznis magazin
12. Biznis i finansije+ specijali
13. Blic Tena-Kuhinjica
14. Bravo Girl
15. Brava casa
16. Bravo sport
17. Caffè & Bar
18. Caffè Vojvodina
19. Casaviva
20. CKM
21. CORD
22. Connect
23. Cosmopolitan
24. Digital
25. Divna
26. Dobro jutro
27. Dobra hrana
28. Dva točka
29. E magazin
30. E2 Magazin
31. Ekonomska politika
32. Ekonometar
33. Eko list
34. Elle dekor
35. Elle
36. Farmakon

37. Fly and travel
38. Geopolitika
39. GM Business & Life Style- online
40. Grazia
41. Glam shopping
42. Gloria In
43. Hrana kao lek
44. Hi files (dvomesec-neparnim mesecima)
45. Hotel professional
46. Industrija- online
47. Internet ogledalo- online
48. Intelligent life
49. Info review
50. In Store
51. IT market
52. Jat revija
53. Jisa info
54. Joy
55. Jelo i pice
56. Kalibar
57. Kuća Stil
58. Kuhinjica
59. Kurir go international
60. Korak(casopis PKS)
61. Kvart
62. L`officiel
63. Lepota&Zdravlje
64. Leader and leadership
65. Lokalna samouprava
66. Lili
67. Lisa Kulinarske tajne
68. Lisa
69. Moj stan
70. Mama + spec. Moja prva godina
71. Market
72. Maxim
73. Maxi magazine
74. Men's Health
75. Ministudio
76. Mobilni magazine
77. Moć prirode
78. Moj auto
79. Moj stan
80. Moja beba
81. Moja kosa
82. Moja Srbija
83. Moto magazin
84. Moje gazdinstvo
85. Naša radnja
86. Nautika i turizam
87. Ok
88. Ona
89. Pharma network
90. Playboy
91. Popular science
92. Poslovna politika

- |      |                             |     |  |
|------|-----------------------------|-----|--|
| 93.  | Posalji recept              | 12. | Pirotske novine – Pirot                      |
| 94.  | Podovi                      | 13. | Glas Tamnave - Ub                            |
| 95.  | Praktika                    | 14. | Suboticke novine – Subotica                  |
| 96.  | Preduzece                   | 15. | SU nedeljnik                                 |
| 97.  | Progressive magazine        | 16. | Het nap – Subotica                           |
| 98.  | Profit                      | 17. | Hrvatska rijec                               |
| 99.  | PC Press                    | 18. | Bilten Opštine Teslic                        |
| 100. | Putovanje za dvoje          | 19. | Kraljevske novosti - Kraljevo                |
| 101. | Refoto                      | 20. | Sabacki glasnik – Sabac                      |
| 102. | Region                      | 21. | Podrinske – Sabac (online)                   |
| 103. | ReStart                     | 22. | Bilten opštine Paracin                       |
| 104. | Satelit, TV, video          | 23. | Napred – Valjevo                             |
| 105. | Status                      | 24. | Revija Kolubara – Valjevo                    |
| 106. | Sensa                       | 25. | Glas – Vrbas                                 |
| 107. | Serijske +                  | 26. | Pancevac – Pancevo                           |
| 108. | Svet kompjutera             | 27. | Pancevac press - Pancevo(ne izlazi trenutno) |
| 109. | Srpska nacionalna revija    | 28. | Start 013 – Pancevo                          |
| 110. | Srpski seljak               | 29. | Libertatea – Pancevo                         |
| 111. | StilBook                    | 30. | Nedeljne novine – Backa Palanka              |
| 112. | Tech lifestyle              | 31. | Tolerancija – Backa Palanka                  |
| 113. | The Men                     | 32. | Backopalanacki nedeljnik – Backa Palanka     |
| 114. | Top zdravlje                | 33. | BC fles – Bela Crkva                         |
| 115. | Travel magazine             | 34. | Nas glas – Smederevo                         |
| 116. | Turbo                       | 35. | Puls grada – Smederevo                       |
| 117. | Ton                         | 36. | Nase Novine - Smederevo                      |
| 118. | Uradi sam                   | 37. | Kikindske                                    |
| 119. | U zdravom telu              | 38. | Nove kikindske novine                        |
| 120. | Urban bug                   | 39. | Dunataj – Sombor (na madjarskom)             |
| 121. | Veliki točkovi              | 40. | Cacanski glas – Cacak                        |
| 122. | Vita                        | 41. | Cacanske novine – Cacak                      |
| 123. | Viva                        | 42. | Zrenjanin - Zrenjanin                        |
| 124. | Vrele gume                  | 43. | Nezavisna svetlost – Kragujevac              |
| 125. | Vojvođanski magazin         | 44. | Kragujevac - Kragujevac                      |
| 126. | Vodic za zivot              | 45. | Becejski dani - Becej                        |
| 127. | Yellov Cab                  | 46. | Becejski mozaik – Becej                      |
| 128. | Yutef moda in               | 47. | Nova Slobodna rec – Vranje                   |
| 129. | White                       | 48. | Vranjske novine – Vranje                     |
| 130. | Win & style                 | 49. | Uzička nedelja – Uzice                       |
| 131. | What Hi Fi                  | 50. | Vesti - Uzice                                |
| 132. | Zdravlje i lepota           | 51. | Takovske novine – Gornji Milanovac           |
| 133. | Zdravstveni pregled+Medicus | 52. | Toplicke novine                              |
| 134. | Zdrav zivot                 | 53. | Vrsacke vesti – Vrsac                        |
| 135. | Zdravo dete                 | 54. | Srpski venac                                 |
|      |                             | 55. | Vrsacka kula - Vrsac                         |
|      |                             | 56. | Novoknezevske novine - Novi Knezevac         |
|      |                             | 57. | Novi put – Jagodina                          |
|      |                             | 58. | Ruske slovo                                  |
|      |                             | 59. | Polimlje – Prepolje                          |
|      |                             | 60. | Apatinske novine – Apatin                    |
|      |                             | 61. | Novi Glas Komune – Apatin                    |
|      |                             | 62. | Naše novine – Odzaci                         |
|      |                             | 63. | Nase novine – Temerin                        |
|      |                             | 64. | Kovinski ekspres – Kovin                     |
|      |                             | 65. | Vrnjacke novine – Vrnjacka banja             |

#### LOKALNI ŠTAMPANI MEDIJI

1. Grad – Krusevac
2. Pobeda – Krusevac
3. Borski problem - Bor
4. Panorama – Leskovac
5. Sremske novine - Sremska Mitrovica
6. M novine – Sremska Mitrovica
7. Pazovačka revija – Pazova
8. Pazovačko ogledalo - Pazova
9. Somborske novine - Sombor
10. Reč naroda – Pozarevac
11. Sloboda – Pirot

- |     |                               |     |                    |
|-----|-------------------------------|-----|--------------------|
| 66. | Timok                         | 75. | JO gazda           |
| 67. | Ibarske novine                | 76. | Palanacke          |
| 68. | Sandzacke novine – Sandzak    | 77. | Csaladi kor        |
| 69. | Revija Lazarevac              | 78. | Zlatarske novosti  |
| 70. | Jedinstvo(Kosovska Mitrovica) | 79. | Južne vesti-online |
| 71. | Hlas ludu                     |     |                    |
| 72. | Borcanske novine              |     |                    |
| 73. | Glas Podrinja                 |     |                    |
| 74. | Sport u Podrinju              |     |                    |

## ELEKTRONSKI MEDIJI

	Emisija	Vreme	Dan emitovanja
RTS1	Jutarnji program	06:00-09:00	pon-ned
	Dnevnik1+Sport	12:00-12:30	pon-ned
	Dnevnik2	19:30-20:00	pon-ned
	Dnevnik3	00:00-00:35	pon-ned
	Ovo je Srbija	15:10-16:00	pon-pet
	Sta radite bre	17:25-17:45	pon-pet
	BG hronika	17:45-18:30	pon-pet
	Evronet	12:30-12:35	pon-pet
	OKO	18:25-19:00	pon-pet
	Eko Karavan	10:30-11:00	ponedeljak
	Upitnik	22:00-23:00	ponedeljak
	SAT	15:05-15:55	nedelja
	Zikina sarenica	09:00-11:00	sub/ned
	Srbija na vezi	13:30-14:00	subota
	Da mozda ne	22:40-23:30	petak
	Mira Adanja Polak	14:00-15:00	subota
	Uvidjaj	13:30-14:00	subota
RTS2	Akva viva derbi	10:00-11:00	subota
	Dozvolite...	08:00-09:00	nedelja
	Mreza	20:00-20:30	utorak
	Profil i profit	1100-1130	subota
	Metropolis	20:30-21:00	utorak
	Gradjanin	13:40-14:00	subota
	Svet sporta	21:10-21:40	subota
	U svetu	20:00-21:00	sreda
	Vrele gume	16:50-17:20	subota
	Total tenis	17:20-17:40	subota
	Beokult	20:25-21:00	sreda
	Kontekst 21	22:00-22:30	četvrtak
	UNHCR povratak	1200-1230	subota
	Svet zdravlja	1230-1300	subota
	E-TV	12:00-12:30	subota
	Knjiga utisaka	1130-1200	subota

	Emisija	Vreme	Dan emitovanja
	<b>Jelen Top 10</b>	oko 22.40h	subota
<b>B92</b>	<b>Jutarnje vesti</b>	10:00-10:30	pon-ned
	<b>Hocu da znam</b>	09:30-10:00	pon-pet
	<b>Vesti 16</b>	16:00-16:30	pon-ned
	<b>Sportski pregled</b>	16:30-17:00	pon-ned
	<b>Vesti 1830</b>	18:30-19:00	pon-ned
	<b>Vesti 23</b>	23:00-23:30	pon-ned
	<b>Insajder</b>	2200-2300	ponedeljak
	<b>Dobra zemlja</b>	09:00-10:30	nedelja
	<b>Sljaka</b>	10:50-11:10	subota
	<b>Vodic za roditelje</b>	09:00-09:30	nedelja
	<b>Utisak nedelje</b>	21:00-23:00	nedelja
<b>B92 - Info</b>	<b>Vesti</b>	12:00-12:30	sub/ned
	<b>EkoBalans</b>	23:30-00:00	sreda
	<b>Investicije</b>	22:30-23:00	petak
	<b>Uvecanje</b>	20 ili 21h	sreda
	<b>VOA</b>	22:30-23:00	pon-ned
	<b>Auto magazin</b>	20:30-21:00	utorak
<b>Radio B92</b>	<b>Jutarnji dnevnik</b>	09:00-09:30	pon-ned
	<b>Svet u 5</b>	17:00-17:45	pon-ned
<b>Pink</b>	<b>Dobro jutro</b>	06:00 - 10:00	pon-ned
	<b>Nacionalni</b>	18:30-19:00	pon-ned
	<b>Popodnevni</b>	16:00-16:30	pon-pet
	<b>Crna hronika</b>	23:45	sreda
	<b>Dobro vece Srbijo</b>	22:00-22:30	utorak
	<b>Citi kids</b>	11:00-11:15	pon-pet
	<b>City</b>	13:15-13:30	pon-ned
	<b>Zivot u trendu</b>	13:00-14:00	subota
<b>PRVA</b>	<b>Vesti 13:15</b>	13:15-13:30	pon-pet
	<b>Vesti 19:00</b>	19:00-19:20	pon-ned
	<b>ekskluziv</b>	18:15-18:30	pon-pet
	<b>exploziv</b>	18:30-19:00	pon-pet
	<b>Zarište</b>	21:00	ponedeljak
	<b>Vece sa ivanom i</b>	2100-2200	petak
	<b>Stav Srbije</b>	14:00-15:00	subota
	<b>Domacin</b>	08:00-09:00	subota
	<b>Top Speed</b>	00:30-01:30	subota
<b>happy :)</b>	<b>Dobro jutro Srbijo</b>	05:30-08:00	pon-ned
	<b>Telemaster</b>	17:55-18:30	pon-ned
	<b>Granica</b>	20:30-21:30	utorak
	<b>Cirilica</b>	20:00-21:00	ponedeljak
	<b>Znanje na poklon</b>	07:30-09:00	nedelja
	<b>Glamur</b>	14:00-14:30	pon-pet
<b>Studio B</b>	<b>BGD dobro jutro</b>	07:00-11:30	pon-ned
	<b>Podne u Beogradu</b>	12:00-12:20h	pon-pet

	Emisija	Vreme	Dan emitovanja
	<b>BGD dobar dan</b>	15:00-17:35	pon-pet
	<b>Vesti 19</b>	19:05-19:35	pon-ned
	<b>Vesti 22</b>	22:05-22:35	pon-ned
	<b>Od A do Š</b>	21:00-22:00	četvrtak
	<b>U centru</b>	21:00-22:00	sreda
	<b>Problem</b>	20:00-21:00	petak
	<b>Jos uvek budni</b>	23:50-01:00	pon-pet
	<b>BGD zdrav grad</b>	09:30-10:00	subota
	<b>Kapital</b>	12:00-13:00	nedelja
	<b>Moja polisa</b>	13:30-14:00	subota
	<b>Svet novca</b>	13:00-13:30	subota
	<b>Car fashion</b>	14:00-14:30	nedelja
	<b>Mobil auto</b>	14:00-14:30	subota
	<b>Still</b>	19:30-20:00	subota
<b>RTV1</b>	<b>Jutarnji program</b>	06:30-09:00	pon-pet
	<b>Dnevnik 17</b>	17:00-17:30	pon-ned
	<b>Jedan na jedan</b>	17:20 - 17:30	pon-pet
	<b>Razglednice</b>	18:00-19:00	pon-pet
	<b>Vojvodjanski Dnevnik</b>	22:00-22:30	pon-ned
	<b>Politbiro</b>	22:30-22:55	pon-ned
	<b>Agromozaike</b>	11:30-12:00	subota
	<b>Radar</b>	21:00-22:00	utorak
	<b>Suceljavanje</b>	21:00-22:00	četvrtak
	<b>Sportska hronika</b>	22:30-23:00	nedelja
	<b>Znanje imanje</b>	11:00-12:00	nedelja
	<b>Brazde</b>	11:00-12:00	nedelja
	<b>Zdravlje pre svega</b>	14:00-15:00	subota
<b>Panonija</b>	<b>Jutarnji program</b>	09:00-12:00	pon-pet
	<b>Vojvodjanske vesti</b>	17:30-18:00	pon-ned
	<b>Vojvodjanske vesti</b>	22:00-22:30	pon-ned
	<b>Bez cenzure</b>	20:30-21:30	pon-pet
	<b>Razgovori o zdravlju</b>	18:30-19:30	ponedeljak
	<b>Sajam Info</b>		subota
	<b>Halo predsednice</b>	20:00-21:00	pon-pet
	<b>View</b>	21:40-22:00	pon-ned
	<b>Vise od otkosa</b>	18:00-20:00	subota
<b>Novosadska TV</b>	<b>Novosadsko Jutro</b>	06:30 - 08:30	pon-pet
	<b>Objektiv 19</b>	19:00-19:30	pon-ned
	<b>Objektiv 22</b>	22:00-22:30	pon-ned
	<b>Novosadsko popodne</b>	18:00-19:00	pon-pet
	<b>Lenija</b>	20:00-21:00	petak
	<b>Sprint</b>	20:00-20:30	ponedeljak

	Emisija	Vreme	Dan emitovanja
	<b>Drum</b>	20:00-20:30	petak
	<b>Istraga</b>	20:30-21:00	ponedeljak
<b>most</b>	<b>Energija</b>	1900-1930	sreda
	<b>Akcenti</b>	18:00-18:15	pon-pet
	<b>Tokovi moci</b>	1400-1430	ponedeljak
	<b>FARMA</b>	1100-1200	utorak
	<b>Pun gas</b>	11:00-12:00	sreda
	<b>Veze</b>	20:00-20:30	subota
	<b>Zlatno polje</b>	12:00-13:00	nedelja
	<b>Info Puls</b>	20:45-21:00	pon-pet
<b>Delta</b>	<b>Fokus</b>	20:00-20:20	pon-pet
<b>Kanal 9</b>	<b>Info</b>	18:30-19:30	pon-pet
	<b>Biber</b>	20:00-20:20	pon-pet
	<b>Otvoreni ekran</b>	20:00-21:00	pon-pet
	<b>ABS Show</b>	20:00-20:30	subota
	<b>U nasem ataru</b>	18:00-19:00	subota
<b>Sos</b>	<b>Sportski dnevnik</b>	22:45-23:10	pon-ned
<b>Radio Beograd</b>	<b>U ovom trenutku</b>	12:15-13:00h	pon-pet
	<b>Novosti dana</b>	15-15.30h	pon-pet
	<b>U sredistu patnje</b>	17:00-18:00	pon-pet
	<b>Dnevnik</b>	22:00-22:30	pon-pet
<b>RadioBeograd 202</b>	<b>Vesti 202</b>	16:00-16:15	pon-pet
<b>Radio Novi Sad</b>	<b>Novosti</b>	15:00-15:30	pon-pet
<b>Radio IN</b>	<b>Puls grada</b>	15:00-15:30	pon-pet
<b>Radio 021</b>	<b>Zivot grada</b>	14:00-15:00	pon-pet
<b>Kopernikus</b>	<b>MIC</b>	11:30 – 11:45	pon-pet
	<b>Jutro on line</b>	06:00-11:00	pon-pet
	<b>Biznis vesti</b>	16:05-16:15	pon-pet
	<b>Informer /vikendom u 17h/</b>	15:30-16:00	pon-ned
	<b>Informer</b>	21:30-22:00	pon-ned
	<b>Srbija on line</b>	16:00-18:00	pon-pet
	<b>Srbija kroz Gradove</b>	18:50-19:15	petak
	<b>Polarotor</b>	1930-2000	sreda
	<b>Auto fokus</b>	21:00-21:30	utorak
<b>Svet + Info</b>	<b>Jutro plus</b>	08:00-10:00	pon-pet
	<b>Vesti</b>	18:00-18:30	pon-ned
	<b>Vesti</b>	22:30-23:00	pon-ned
	<b>Auto moto magazin</b>	20:00-20:30	utorak
	<b>Srbija realno</b>	21:00-22:30	utorak
	<b>U zamci sa Tanjom Vidojevic</b>	21:00-22:30	cetvrtak
	<b>Intervju +</b>	20:00-21:00	subota



	Emisija	Vreme	Dan emitovanja
	<b>Teske reci</b>	20:00-21:00	nedelja
<b>Pink2</b>	<b>Minut2</b>	18:00-18:30	pon-ned
	<b>City news</b>	18:45-19:00	pon-ned
	<b>Biljana za vas</b>	19:00-20:00	nedelja
<b>Palma plus</b>	<b>I bi dan</b>	20:00-20:30	pon-ned

LOKALNI MEDIJI			
Grad	Televizija	Emisija	Vreme emitovanja
<b>Apatin</b>	<b>TV Apatin</b>	Vesti	19:00 - 19:30
<b>Arandjelovac</b>	<b>RTV Sumadija</b>	Hronika Sumadije	18:00-18:30
	<b>TV Sunce</b>	Kamerom kroz Sumadiju	18:00-18:30
<b>Bor</b>	<b>RTV Bor</b>	Dnevnik	19:00 - 19:30
<b>Bujanovac</b>	<b>TV Bujanovac</b>	Dnevnik	19:00-19:30
<b>Indjija</b>	<b>TV Indjija</b>	Vesti	20:00 - 20:25
	<b>Sremska TV</b>	Novosti	15:00 – 15:30
<b>Jagodina</b>	<b>RT Jagodina</b>	Dnevnik	19:00 - 19:30
<b>Kragujevac</b>	<b>RT Kragujevac</b>	Hronika	19:00 - 19:30
	<b>Kanal 9 Kragujevac</b>	Objektiv	19:00 - 19:30
<b>Kraljevo</b>	<b>RTKV</b>	Danas	22:00 - 22:30
	<b>Melos</b>	Kraljevacka hronika	21:30 - 22:00
<b>Kikinda</b>	<b>TV Rubin</b>	Vesti	17:30 – 18:00
	<b>TV VK</b>	Gradski dnevnik	19:30 – 20:00
<b>Leskovac</b>	<b>TV Leskovac</b>	Panorama	19:00 - 19:30
	<b>Studio MT</b>	Vesti	20:00 - 20:30
<b>Paracin</b>	<b>TV M Paracin</b>	Vesti	22:00 - 22:30
<b>Pozarevac</b>	<b>TV Sat</b>	InfoSat	19:00-19:30
	<b>TV Duga Pozarevac</b>	Flash Plus	20:00-20:30
<b>Presevo</b>	<b>Radio Presevo</b>	Vesti	16:00-16:15
<b>Čacak</b>	<b>TV Cacak</b>	Glasnik	19:00 – 19:30
	<b>TV Galaksija</b>	TV Informator	15:30 – 16:00
<b>Prijepolje</b>	<b>TV Forum</b>	Vesti	19:00 - 19:30
	<b>RTV Novi Pazar</b>	Vesti	19:00 - 19:30
<b>Smederevo</b>	<b>TV Smederevo</b>	Vesti	19:00 - 19:30
	<b>RT Smederevo</b>	Vesti	19:00 - 19:30
	<b>TV Jerina</b>	Vesti	19:00 - 19:30
<b>Subotica</b>	<b>City</b>	Kroz grad	18:00-18:30
	<b>Yu Eko</b>	Vesti	19:00 - 19:30
<b>Sabac</b>	<b>TV AS</b>	Na licu mesta	16:15 - 16:45



LOKALNI MEDIJI			
Grad	Televizija	Emisija	Vreme emitovanja
	<b>TV Sabac</b>	Vesti	19:00 - 19:20
<b>Uzice</b>	<b>TV 5</b>	Info	22:00 - 22:30
	<b>TV Lav</b>	Dnevnik	19:00 - 19:30
<b>Vranje</b>	<b>TV Vranje</b>	Dnevnik	22:00 - 22:30
	<b>Info 017</b>	Info	21:00 - 21:30
<b>Vrsac</b>	<b>TV Banat</b>	Turnal	19:00 - 19:30
	<b>TV Lav</b>	Vesti	21:00 - 21:30
<b>Zajecar</b>	<b>Timocka TV</b>	Rezime	20:00-20:30
	<b>F kanal</b>	Info press	19:00-19:30
	<b>Folk Disk</b>	Infoblok	19:00 - 19:30
	<b>KTV</b>	Objektiv	22:00 - 22:30
<b>Zrenjanin</b>	<b>Santos</b>	Mozaik dana	19:00-19:30
	<b>Krusevac</b>	Vesti	18:00-18:25
<b>Krusevac</b>	<b>Krusevac</b>	TV Plus Krusevac	16:30-16:50
	<b>TV5</b>	Centralne vesti	19:00-19:30
<b>Nis</b>	<b>BelleAmie</b>	Slike dana	20:00:20:30

TV i radio stanice koje se preslusavaju na zahtev klijenta:

Radio Studio B  
 Roadstar  
 Radio Beta  
 Radio S  
 Radio 3  
 Index radio  
 BN televizija  
 TV Jesenjin

Televizije koje se smimaju – samo po najavi:

Spectrum  
 Sve ostale radio i TV stanice

## WEB MEDIJI

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### Naziv

### Web lokacija

1. Alo	<a href="http://www.alo.rs">http://www.alo.rs</a>
2. AutoBrief	<a href="http://www.autobrief.com">http://www.autobrief.com</a>
3. AutoBlog	<a href="http://auto.blog.rs">http://auto.blog.rs</a>
4. AutoMagazin.rs	<a href="http://www.automagazin.rs">http://www.automagazin.rs</a>
5. AutoOglas	<a href="http://www.autooglas.net">http://www.autooglas.net</a>
6. AutoPortal.rs	<a href="http://www.autoportal.rs">http://www.autoportal.rs</a>
7. B92	<a href="http://www.b92.net">http://www.b92.net</a>
8. Balkan Magazin	<a href="http://www.balkanmagazin.net/">http://www.balkanmagazin.net/</a>
9. Banke Online	<a href="http://banke.online.rs">http://banke.online.rs</a>
10. Biznis & Finansije	<a href="http://www.bifonline.rs">http://www.bifonline.rs</a>
11. Biznis novine	<a href="http://www.biznisnovine.com">http://www.biznisnovine.com</a>
12. Biznis.ba	<a href="http://www.biznis.ba">http://www.biznis.ba</a>
13. Blic Online	<a href="http://www.blic.rs">http://www.blic.rs</a>
14. Beta	<a href="http://www.beta.rs">http://www.beta.rs</a>
15. Danas	<a href="http://www.danas.rs">http://www.danas.rs</a>
16. Dnevnik	<a href="http://www.dnevnik.rs/">http://www.dnevnik.rs/</a>
17. E kapija	<a href="http://www.ekapija.com">http://www.ekapija.com</a>
18. e-novine	<a href="http://www.e-novine.com">http://www.e-novine.com</a>
19. Economy	<a href="http://www.economy.rs">http://www.economy.rs</a>
20. Euractiv	<a href="http://www.euractiv.rs/">http://www.euractiv.rs/</a>
21. Fonet	<a href="http://www.fonet.rs">http://www.fonet.rs</a>
22. Javno.com	<a href="http://www.javno.com">http://www.javno.com</a>
23. Kamatica	<a href="http://www.kamatica.com">http://www.kamatica.com</a>
24. Krediti.rs	<a href="http://www.krediti.rs">http://www.krediti.rs</a>
25. Krstarica – vesti	<a href="http://vesti.krstarica.com">http://vesti.krstarica.com</a>
26. Kurir	<a href="http://www.kurir-info.rs">http://www.kurir-info.rs</a>
27. MojAuto	<a href="http://www.mojauto.rs">http://www.mojauto.rs</a>
28. MagazinAuto	<a href="http://www.magazinauto.com">http://www.magazinauto.com</a>
29. Moto	<a href="http://www.moto.rs">http://www.moto.rs</a>
30. Mondo	<a href="http://www.mondo.rs">http://www.mondo.rs</a>
31. Motorna vozila	<a href="http://www.motorna-vozila.com">http://www.motorna-vozila.com</a>
32. Na dlanu	<a href="http://www.nadlanu.com">http://www.nadlanu.com</a>
33. NetAuto	<a href="http://www.netauto.rs">http://www.netauto.rs</a>
34. Nacionalna klasa	<a href="http://www.nacionalnaklasa.rs">www.nacionalnaklasa.rs</a>
35. Personal Magazin	<a href="http://www.personalmag.rs">http://www.personalmag.rs</a>
36. Pink	<a href="http://www.rtvpink.com">http://www.rtvpink.com</a>
37. Politika	<a href="http://www.politika.rs">http://www.politika.rs</a>
38. Poslovna zena	<a href="http://www.poslovnazena.biz">http://www.poslovnazena.biz</a>
39. Poslovni magazin	<a href="http://www.poslovnimagazin.biz">http://www.poslovnimagazin.biz</a>
40. Press	<a href="http://www.pressonline.rs">http://www.pressonline.rs</a>

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41.	Radio021	<a href="http://www.021.rs/">http://www.021.rs/</a>
42.	RTS	<a href="http://www.rts.rs">http://www.rts.rs</a>
43.	RTV	<a href="http://www.rtv.rs">http://www.rtv.rs</a>
44.	Sada.rs	<a href="http://www.sada.rs">http://www.sada.rs</a>
45.	SEEbiz.eu	<a href="http://www.seebiz.eu">http://www.seebiz.eu</a>
46.	Smedia	<a href="http://www.smedia.rs">http://www.smedia.rs</a>
47.	Sportal	<a href="http://www.sportal.rs">http://www.sportal.rs</a>
48.	SrbijaBiz	<a href="http://www.srbijabiz.com">http://www.srbijabiz.com</a>
49.	SerbiaBusiness	<a href="http://www.serbia-business.com">http://www.serbia-business.com</a>
50.	Studio B	<a href="http://www.studiob.rs">http://www.studiob.rs</a>
51.	Sve o osiguranju	<a href="http://www.sveoosiguranju.rs">http://www.sveoosiguranju.rs</a>
52.	Tanjug	<a href="http://www.tanjug.rs">http://www.tanjug.rs</a>
53.	Top speed	<a href="http://www.topspeed.rs">http://www.topspeed.rs</a>
54.	Vecernje novosti	<a href="http://www.novosti.rs">http://www.novosti.rs</a>
55.	Vesti-online	<a href="http://www.vesti-online.com">http://www.vesti-online.com</a>
56.	Vesti.rs	<a href="http://www.vesti.rs">http://www.vesti.rs</a>
57.	Vrele gume	<a href="http://www.vrelegume.rs">http://www.vrelegume.rs</a>
58.	Glas javnosti	<a href="http://www.glas-javnosti.rs">www.glas-javnosti.rs</a>
59.	Telegraf	<a href="http://www.telegraf.rs">www.telegraf.rs</a>
60.	Pravda	<a href="http://www.pravda.rs">www.pravda.rs</a>
61.	Frankfurtske vesti -	<a href="http://www.vesti-online.com">www.vesti-online.com</a>
62.	Akter	<a href="http://akter.co.rs">http://akter.co.rs</a>
63.	Novi magazin	<a href="http://www.novimagazin.rs">www.novimagazin.rs</a>
64.	Juzne vesti	<a href="http://www.juznevesti.com">www.juznevesti.com</a>

**ATTACHMENT #2****Sample of transcript to be sent via SMS**

Sample:

SMS request by client: “RTS, Dnevnik, 19:42, ‘Serbia marks 10 years since Milosevic was ousted’ ”

SMS reply by the vendor (in Serbian): “RTS, Dnevnik, 19:42-19:44: Both the EU and US sent congratulations, Brussels welcoming Serbia's democratic reforms and economic progress. The EU would continue to support Serbia on its EU path, in both the political and economic sense, the office of High Representative for Foreign Affairs and Security Policy Baroness Ashton said. US Ambassador Mary Warlick said Serbia was on the road towards integration into European and Western institutions in order to take the place it deserves among other democratic and progressive nations of the world. We see the day when Serbia will be a force of stability in the Balkans and the leader of regional co-operation, she said in an article published in the Belgrade daily Politika.”

## SECTION 2 – PURCHASE ORDER CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (FEB 2012), is incorporated by reference.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 ([22 U.S.C. 7104\(g\)](#)).

(2) 52.233-3, Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (11) [Reserved]

\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

- \_\_ (ii) Alternate I (Nov 2011).
- \_\_ (iii) Alternate II (Nov 2011).
- \_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- \_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - \_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X** (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
  - \_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
  - \_\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - \_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
  - \_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
  - \_\_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
  - \_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_ (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (May 2008) of 52.223-9 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

\_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.

\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_\_ (iv) Alternate III (Mar 2012) of 52.225-3.

\_\_ (41) 52.225-5, Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

X (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—



(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_\_Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

### 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)

*(a) Definitions.* As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the non procurement common rule by agencies, Government corporations , or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the **SAM** database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)**

Funds are not presently available for performance under this contract beyond October 31 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond October 31 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**The following DOSAR clauses are provided in full text:****CONTRACTOR IDENTIFICATION (JULY 2008)**

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

## 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit monthly invoices in an original and 1 copy to the office identified below. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(b).

American Embassy  
Budget & Fiscal  
Kneza Milosa 50  
11000 Belgrade, Serbia

The contractor shall include the following statement on invoices submitted for payment "*Oslobodjeno plaćanja PDV-a po članu 24. st.1.16 pod tačka 1. Zakona o PDV*" ("Exempt from VAT under article 24, paragraph 1.16, item 1 on the Law on VAT").

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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(End of clause)

## 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

a) The Department of State observes the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation.  
All official holidays of Republic of Serbia.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

(End of clause)

## 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

## 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

### SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (FEB 2012), is incorporated by reference.

#### ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-18 cover page (blocks 8, 11, 13, 14, 15, and 16 appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name and qualifications of a Project Manager and a Deputy Project Manager who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing (copy of the excerpt from the Serbian Business Registry (Agencija za privredne registre) and a copy of the tax identification number certificate (PIB));

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).



## **ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

**The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:**

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following DOSAR provision(s) is/are provided in full text:

### **652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)**

(a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, C.W. Martin, at telephone 011/306-4783 or fax 011/361-5489. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition

Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of provision)

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

## SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-18, The Schedule, Prices, Block 11 and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

**52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).  
(End of provision)

**FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

- (1) On the date specified for receipt of offers, if award is based on initial offers;  
otherwise
- (2) On the date specified for receipt of proposal revisions.

(End of provision)

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 Offeror Representations and Certifications—Commercial Items (APR 2012).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the

Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production



(by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:\_\_\_\_\_

(10) *[Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(11) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), *Buy American Act—Free Trade Agreements—Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------


[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No	Country of Origin
--------------	-------------------


\_\_\_\_\_  
 \_\_\_\_\_  
 [List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------


[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------


[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made

or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:



o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

**[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]**

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents	<input type="checkbox"/>	<input type="text"/>
(2) Individuals hired in the United States, regardless of citizenship	<input type="checkbox"/>	<input type="text"/>
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws	—	Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws	<input type="checkbox"/>	Local nationals: <input type="text"/> Third Country Nationals: <input type="text"/>

(b) The contracting officer has determined that for performance in the country of the Republic of Serbia:

- ☒ Workers' compensation laws exist that will cover local nationals and third country nationals.  
☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) Reserved.

(End of provision)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

NONE